RHUL ref: P100100

STUDENTSHIP AGREEMENT

THIS AGREEMENT dated _____ (**the Effective Date**) is made **BETWEEN:**

(1) **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE**, a higher education institution established by Act of Parliament, whose administrative offices are at Royal Holloway, University of London, Egham Hill, Egham, Surrey, TW20 0EX, United Kingdom (**the Institution**); and

(2) **IDEAL COMPANY LTD**, a company incorporated and registered in England and Wales with company number 10100100 whose registered office is at 101 Ideal Street, Ideal Town, ID10 1AA, United Kingdom and with VAT number GB100100100 (**the Collaborator**).

BACKGROUND

(A) The Parties wish to enter into this Agreement to record their collaboration on a post-graduate CASE studentship which is partly funded by BBSRC-funded London Interdisciplinary Biosciences Programme ("**LIDo**") and party funded by the Collaborator.

(B) The Parties acknowledge that the terms of this Agreement are to govern the funding and conduct of a studentship to enable the Student to carry out the Project as set out in Schedule **1** (The Project Details and the Financial Contribution) and in Schedule **2** (The Project Plan) and submit a related thesis for examination in accordance with the Institution's regulations governing post-graduate study in fulfilment of the requirements of a higher degree of the Institution. The Parties further acknowledge that the research is intended to lead to academic publications relating to the results of the studentship in furtherance of the Student's career.

(C) The Parties acknowledge that, in carrying out the research project, the Student shall spend the majority of his/her time at the Institution where the Institution will provide scientific expertise to the Project.

(D) The Parties acknowledge that the Results (as set out in clause 1) will be published in accordance with clause **5.2** to balance the Collaborator's commercial needs and the Institution's charitable objectives.

(E) The Parties acknowledge that, during the studentship, the Parties may exchange or be exposed to proprietary or commercially valuable information of the other Party. Each Party recognises the importance of holding such information in confidence in accordance with the terms of this Agreement.

This Agreement governs the Parties' collaboration in relation to the Project.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the meaning set opposite:

Access and Benefit Sharing Laws or ABS Laws:	all applicable access and benefit sharing legislation in relation to Genetic Resources in force from time to time including, where applicable, the Convention on Biological Diversity, the Nagoya Protocol and the

	International Treaty on Plant Genetic Resources for Food and Agriculture;
Academic Publication:	the publication of an abstract, article, thesis or paper in a journal or an electronic repository, or its presentation at a conference or seminar; and in clause **5** and clause **6** to **Publish** and **Publication** are to be construed as meaning such publication;
Academic and Research Purposes:	research, teaching, and education;
this Agreement:	this document, including its Schedules, as amended from time to time in accordance with clause **10.8**;
Background:	information, data, techniques, Genetic Resources, Know-how, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) which are provided by one Party (whether belonging to that Party or to a third party) to the other Party for use in the Project, and whether before or after the date of this Agreement, except any Result;
a Business Day:	Monday to Friday (inclusive) except bank or public holidays in England;
the Collaborator Supervisor:	the individual as set out in Schedule **1** (The Project Details and the Financial Contribution) who will provide technical support to the Student;
Confidential Information:	a Party's confidential information is: any Background disclosed by that Party to the other Party for use in the Project and identified as confidential before or at the time of disclosure; any of the Results in which that Party owns the Intellectual Property Rights; any other information disclosed by that Party to the other Party for use in the Project or under this Agreement and identified as confidential before or at the time of disclosure or which, by its nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential;
Control:	the ability to direct the affairs of another person, whether by virtue of the ownership of shares, by contract, or in any other way;
the Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject and all other legislation and regulatory requirements in force

	from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
EU GDPR:	the General Data Protection Regulation ((EU) 2016/679);
the Financial Contribution:	the financial contribution to be provided by the Collaborator set out in Schedule **1** (The Project Details and the Financial Contribution);
Genetic Resource:	means any material of plant, animal, microbial or other origin containing functional units of heredity of actual or potential value; for the avoidance of doubt, i) a genetic resource of human origin is not covered by ABS Laws and is therefore not a Genetic Resource, and ii) a Genetic Resource is Background;
the Good Data Management Practices:	the practices and procedures set out in Schedule **7** (Good Data Management Practices);
a Group Company:	any undertaking which for the time being Controls, or is Controlled by, the Collaborator or which for the time being is Controlled by a third person which also Controls the Collaborator;
the Institution Supervisor(s):	the individual(s) as set out in Schedule **1** (The Project Details and the Financial Contribution) who will provide academic and pastoral support to the Student;
Intellectual Property Rights:	patents, rights to inventions, trade marks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;
the Key Personnel:	the Institution Supervisor(s), the Collaborator Supervisor and any other key personnel identified as such in the Project Plan;
Know-how:	unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain;
the Location:	the location(s) as set out in Schedule **1** (The Project

	Details and the Financial Contribution);
a Party:	the Institution or the Collaborator and any person who becomes a party to this Agreement pursuant to clause **2.17**, and together they are **the Parties**;
the Project:	the programme of work described in the Project Plan;
the Project Period:	the time period as set out in Schedule **1** (The Project Details and the Financial Contribution);
the Project Plan:	the project plan attached to this Agreement as Schedule **2** (The Project Plan), as varied from time to time under the terms of this Agreement;
the Results:	all information, data, techniques, Know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed during the Project;
the Student:	means the individual appointed by the Institution in consultation with the Collaborator to work on the Project provided that he/she remains enrolled as a post-graduate student at the Institution for the Project Period;
UK GDPR:	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
a Variation Agreement:	a written agreement signed by or on behalf of the Parties and any proposed new party to this Agreement; and
VAT:	value added tax chargeable under the Value Added Tax Act 1994, or any tax replacing that tax.

1.2 The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

1.3 References in this Agreement to **a person** include a natural person, corporate or unincorporated body (whether or not it has a separate legal personality).

1.4 A reference in this Agreement to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.

1.5 A reference in this Agreement to **writing** or **written** includes email.

1.6 A reference in this Agreement to any other agreement or document is a reference to that other agreement or document as varied or novated (in each case, unless in breach of this Agreement) from time to time.

1.7 References in this Agreement to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule. Reference in this Agreement to the singular form of any word includes the plural, and vice versa, as required

by the context.

1.8 Any words in this Agreement following the expression **including**, **include or in particular**, or any similar expression, are to be construed as illustrative and do not limit the sense of the words preceding that expression.

1.9 The acts and omissions of any Group Company are deemed to be within the Collaborator's control, the acts and omissions of any student are deemed to be within the Institution's control and, where either Party issues a subcontract in the context of this Agreement, the acts and omissions of any subcontractor are deemed to be within the control of the Party engaging that subcontractor.

2. **THE PROJECT**

2.1 The Project will be carried out during the Project Period unless this Agreement is terminated in accordance with clause **8** or **9**.

2.2 Each Party will carry out the tasks allotted to it in the Project Plan, and will provide the human and other resources, Background, materials, facilities and equipment which are designated as its responsibility in the Project Plan. The Student will carry out the Project with the support of the Institution Supervisor(s) and the Collaborator Supervisor at the Location(s). For the avoidance of doubt, the Institution Supervisor and the Collaborator Supervisor will ensure that the research is carried out in line with the Trusted Research guidance (website: https://www.npsa.gov.uk/trusted-research) and as set out in the applicable checklist in Schedule **4** (Trusted Research Checklists).

2.2A The Institution procures that the Student and the Institution Supervisor will liaise regularly with the Collaborator Supervisor. The Collaborator Supervisor will follow the Institution's processes to support the Student, evaluate the Student's progress, flag any concerns about the Student's progress to the Institution, and participate in the Student's formal progress meetings.

2.2B If the Collaborator has any concern about the Student's behaviour, progress, or otherwise, the Collaborator agrees to raise the concern in writing with the Institution Supervisor and the Institution's Doctoral School (email: DoctoralSchool@rhul.ac.uk).

2.2C Subject to clause **8**, the Student will have a placement at the Collaborator's premises for at least three (3) months of the Student's time and the Collaborator will provide the Student with a health and safety induction, a safe working space, and ensure that the Student is covered by the Collaborator's public liability insurance during the placement in the same way that the Collaborator would for its own employee. For the avoidance of doubt, the Collaborator will cover the costs of the placement.

2.3 Each Party confirms that it will not use or share with the other Party any biological materials, chemical materials which are extracted from an animal, a plant, or any other biological organism, genetically modified organism, and/or human specimen and should this change each Party agrees to amend this Agreement or put in place a further agreement to set out the assurances the providing Party will provide and any additional obligations which the receiving Party will adhere to.

2.4 Each Party understands that some of the information or materials that will be shared or used in the Project may be prejudicial to national security as defined by the government in the United Kingdom and therefore each Party confirms that it will comply with the provisions set out in Schedule **8** (National Security).

2.5 Each Party confirms that it will not use or share with the other Party any Personal Data as defined under the Data Protection Legislation (other than limited information about the researchers carrying out the Project) and should this change each Party agrees to amend this Agreement to

include a Schedule **9** (Personal Data) which sets out the particulars of the Personal Data, which Party is a Data Controller or a Data Processor, and each Party's responsibility with respect to the Personal Data.

2.6 Each Party agrees that the Project is not a clinical trial and therefore each Party will ensure that its insurance policies sufficiently cover its activities under the Project.

2.7 Each Party will obtain and maintain all regulatory and ethical licences, consent forms and approvals necessary to allow it to carry out the tasks allotted to it in the Project and will carry out the Project in accordance with all laws and regulations which apply to its activities under or pursuant to this Agreement. For the avoidance of doubt, the Institution subscribes to The Concordat to Support Research Integrity (website: https://ukrio.org/our-work/the-concordat-to-support-research-integrity/) and requires every project to be assessed in an ethical review process but the Institution understands that the Collaborator may not require this.

2.8 Each Party will ensure that its employees and students (including the Student and, in the case of the Collaborator, any staff of any Group Company) involved in the Project: observe the conditions attaching to any regulatory and ethical licences, consents and approvals; keep complete and accurate records of all research, development and other work carried out in connection with the Project and of all Results and comply with Schedule **7** (Good Data Management Practices).

2.9 Each Party will ensure that its staff and students (including the Student and, in the case of the Collaborator, any staff of any Group Company) involved in the Project, when working on or visiting the other Party's premises, comply with the other Party's health and safety and security policies and procedures and, when accessing or using the other Party's information systems, comply with the other Party's information security policies and procedures. The Collaborator will not require Institution staff and students (including the Student) to sign any further agreements.

2.10 Each Party will ensure that its staff and students (including the Student and, in the case of the Collaborator, any staff of any Group Company) involved in the Project comply with any applicable legislation including but not limited to the 2010 Bribery Act, the 1998 Human Rights Act, and the 2015 Modern Slavery Act.

2.11 Although the Institution will use reasonable endeavours to carry out the Project in accordance with the Project Plan, the Institution does not undertake that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.

2.12 Further to clause **2.2A**, the Institution will invite the Collaborator to attend the formal progress meetings around times imposed on the Student by the Institution (at 4, 9, 16, 24, 36 months) and will ensure that the Student provides with a written report to the Collaborator before each meeting.

2.13 Each Party will notify the other Party promptly after identifying any Result which it believes is patentable.

2.14 Each Party warrants to the other Party that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into and perform this Agreement.

2.15 No additional person may become a party to this Agreement without the written agreement of each Party and unless the Parties and the additional person execute a Variation Agreement.

3. FINANCIAL CONTRIBUTION

3.1 The Institution will keep complete and accurate accounts of its expenditure on the Project. The Collaborator will pay the Financial Contribution to the Institution in accordance with Schedule **1** (The Project Details and the Financial Contribution) within thirty (30) days after receipt by the

Collaborator of an annual invoice.

3.1A The Collaborator acknowledges that the stipend the Institution pays to the Student is based on the stipend rate recommended by UK Research and Innovation (**UKRI**). If UKRI increases the recommended stipend rate significantly, the Collaborator agrees to amend this Agreement to set out a revised Financial Contribution which takes into account the increased stipend rate.

3.2 All amounts payable to the Institution under this Agreement shall be made in pound sterling and are exclusive of VAT (or any equivalent local tax) which the Collaborator will pay at the rate from time to time prescribed by law. For the avoidance of doubt, as the Institution and the Collaborator are based in the United Kingdom, the Institution will include VAT in its invoice.

3.3 Not used.

3.4 If the Collaborator fails to make any payment due to the Institution under this Agreement, without prejudice to any other right or remedy available to the Institution, the Institution may charge interest (both before and after any judgement) on the amount outstanding, on a daily basis at the rate of four per cent (4%) per annum above the London three (3) month Interbank Offer Rate from time to time in force. That interest will be calculated from the date or last date for payment to the actual date of payment, both dates inclusive, and will be compounded quarterly. The Collaborator will pay that interest to the Institution on demand.

3.5 The Institution will own all equipment purchased or constructed by it, or for it, using any Financial Contribution.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 This Agreement does not affect the ownership of any Intellectual Property Rights in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials which are not Results. The Intellectual Property Rights in them will remain the property of the Party which contributed them to the Project (or its licensors). No licence to use any Intellectual Property Rights is granted or implied by this Agreement except the rights expressly set out in this Agreement.

4.2 Each Party agrees to list its Background in Schedule **5** (Background other than Genetic Resources) and Schedule **6** (Genetic Resources and additional terms for Genetic Resources) and grants the other Party a royalty-free, non-exclusive licence to use its Background for the purpose of carrying out the Project.

4.2A Further to clause **4.2**, neither Party may grant any sub-licence to use the other Party's Background except that the Collaborator may allow any Group Company and any person working for or on behalf of the Collaborator or any Group Company, to use the Institution's Background for the purpose of carrying out the Project.

4.2B Further to clause **4.2**, i) each Party shall disclose any (third party) restrictions and limitations of which it is aware at the Effective Date which would restrict its ability to license any particular Background, ii) each Party agrees that it may need to update its list during the Project Period and/or at the end of the Project, and iii) each Party agrees to use any of the other Party's Background in accordance with the terms of the creative commons licence or the open-source software licence if detailed in the respective list.

4.3 The Institution will own the Intellectual Property Rights in the Results and may take such steps, if the Collaborator asks the Institution to take such steps and agrees to reimburse the expenses as set out in clause **4.7.2** and clause **4.7.4**, to register and maintain any protection for the Intellectual Property Rights in the Results, including filing and prosecuting patent applications for any of the Results and taking any action in respect of any alleged or actual infringement of any Intellectual

Property Rights in the Results

4.4 The Collaborator will ensure that its employees and those of any Group Company involved in the creation of the Results give the Institution such assistance (except financial assistance) as the Institution may reasonably request in connection with the registration and protection of the Intellectual Property Rights in any of the Results, including filing and prosecuting patent applications for any of the Results, and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in any of the Results.

4.5 Where any third party such as a student or subcontractor is or has been involved in the Project, the Party engaging that third party will ensure that that third party has assigned to it (including making a prospective assignment where appropriate) all rights which that third party may have in the Results to give effect to the provisions of this clause **4**.

4.6 The Institution grants the Collaborator a non-exclusive, irrevocable, non-transferable, royalty-free licence (with the right to sub-license to any Group Company and to any person working for, or on behalf of, the Collaborator or any Group Company, but only for the purpose of carrying out that work, and otherwise without the right to sub-license) to use the Intellectual Property Rights in the Results for research purposes. Should the Collaborator wish to have a licence to use the Intellectual Property Rights in the Results for a commercial purpose the Collaborator shall provide notice as per clause **4.7.1**.

4.7.1 The Institution and the Collaborator will, if the Collaborator gives the Institution written notice (**an Option Notice**) at any time during the Project Period plus a further one (1) month (together called **the Option Period**), negotiate the terms on which the Institution will grant the Collaborator a licence (whether exclusive or non-exclusive and whether with or without the right to sub-license) to use any Results or any Intellectual Property Rights in the Results for commercial purposes or assign the Results to the Collaborator (**the Licence**). The Institution will require the Collaborator to present a business plan so the Institution can determine whether it will grant an exclusive or non-exclusive licence, the period of the licence and whether the licence will be limited to a field and territory.

4.7.2 Following the Institution's receipt of an Option Notice, the Parties will negotiate in good faith, for a period of up to three (3) months after the date of receipt of the Option Notice (**the Negotiation Period**) the terms of the Licence. The terms of the Licence shall contain all such terms and conditions which are usual and customary in a licence, including but not limited to an obligation to commercialise, the payment and/or reimbursement of patent costs as set out in clause **4.3** and clause **4.7.4**, an obligation to acknowledge the Institution, auditing provisions, an indemnity from the Collaborator, limited liability for the Institution, information about the 2021 National Security and Investment Act and the Investment Security Unit, and termination provisions. The financial terms of the Licence will be fair and reasonable in the circumstances and will be negotiated on a case-by-case basis through arm's length negotiations.

4.7.3 The Institution will not during the Option Period and, if the Collaborator gives an Option Notice, during the Negotiation Period: a) negotiate with a third party with a view to granting a commercial licence to use the Results, b) grant a commercial licence to use the Results to a third party, or c) assign the Results to any third party.

4.7.4 During the Option Period and, if the Collaborator gives an Option Notice, until the earlier of the end of Negotiation Period and the grant of the Licence, the Institution will consult with the Collaborator about making patent or other applications in respect of the Results. If the Collaborator wishes the Institution to apply for any patent or other protection in relation to any of the Results, the Collaborator will in the Licence agree to reimburse to the Institution the reasonable costs and expenses incurred by the Institution since the date of this Agreement in relation to the filing and prosecution of that patent or other application, including patent agents'

fees, as a result of any request by the Collaborator to apply for, or to maintain, any patent or other protection of any Result. If the Institution later licenses or assigns to a third party the Intellectual Property Rights in any of the Results for which the Collaborator has paid any such costs and expenses, the Institution will re-imburse those costs and expenses to the Collaborator.

4.8 Despite the provisions of clause **4.7** or the grant of any licence pursuant to clause **4.7**, the Institution and each employee and student of the Institution will have the irrevocable, royalty-free right to use the Results for Academic and Research Purposes, including (after the Collaborator's rights under clause **4.7** have lapsed) research projects which are carried out by the Institution with any third party whether in the commercial sector or otherwise provided that those parties gain or claim no rights to such Results.

4.9 If either Party (the **Exercising Party**) requires the use of Background of the other Party (the **Other Party**) to exercise its rights in a Result then, provided the Other Party is free to license the Background in question, the Other Party will not unreasonably refuse to grant or delay granting a commercial licence on fair and reasonable terms to the Exercising Party so that the Exercising Party may use such Background for the purpose of exercising its rights in the Result.

4.10 Further to clause **4.7** and clause **4.9**, if the Parties are unable to agree the terms of i) the Licence within the Negotiation Period, or ii) the commercial licence to any Background within three (3) months of a Party requesting such a licence, either Party may refer this matter to a third-party expert who is acceptable to both Parties. Should the Parties be unable to agree on a suitable expert, they shall ask the President for the time being of the Licensing Executives Society of Britain and Ireland to nominate a suitable person to act as umpire. Any decision reached in this way by an expert independent umpire shall be final and binding on the Parties involved and each Party shall bear its own costs during the process.

5. ACADEMIC PUBLICATION, COMMERCIALISATION AND IMPACT

Academic Publication

5.1 The Project is undertaken by the Institution in pursuance of a primary charitable purpose of the Institution; that is the advancement of education through teaching and research. Therefore, notwithstanding any other provision of this Agreement, any employee or student of the Institution (in each case whether or not involved in the Project) may, provided the Institution has followed the publication approval process set out in clause **5.2** and has not received a Confidentiality Notice under clause **5.2**:

5.1.1 discuss work undertaken as part of the Project in the Institution's seminars, tutorials and lectures; and

5.1.2 Publish any Background of the Collaborator or any of the Results, jointly where applicable.

5.2 The Institution will submit to the Collaborator, in writing, details of any of the Results and any of the Collaborator's Background which any employee or student of the Institution intends to Publish, at least thirty (30) days before the date of the proposed submission for Publication. The Collaborator may, by giving written notice to the Institution (**a Confidentiality Notice**):

5.2.1 require the Institution to delay the proposed Publication for a maximum of three (3) months after receipt of the Confidentiality Notice if, in the Collaborator's reasonable opinion, that delay is necessary to seek patent or other protection for any of the Intellectual Property Rights in any of the Results or in any of the Collaborator's Background which are to be Published; or

5.2.2 prevent the Publication of any of the Collaborator's Background which is Confidential

Information and which cannot be protected by patent or other Intellectual Property Right registration or which may be protected in that way but which the Collaborator has chosen not to protect in that way either by disguising or removing such Background or, where the Publication is a thesis by placing the thesis on restricted access for a maximum of one (1) year.

The Collaborator must give that Confidentiality Notice within thirty (30) days after the Collaborator receives details of the proposed Publication. If the Institution does not receive a Confidentiality Notice within that period, the proposed Publication may proceed, except in relation to the Collaborator's Background which is the Collaborator's Confidential Information and which may not be Published unless the Collaborator has given its written consent to that Publication.

Acknowledgement

5.3 Subject to clause **6A.3**, the Institution agrees to provide appropriate acknowledgement of the financial support provided by the Collaborator in all Publications.

Commercialisation

5.4 Further to clause **4.7.1**, the Collaborator acknowledges that the Licence will set out that the Collaborator is responsible for a) the design and construction of any licensed products or services based on the Results, b) the clearance of any licensed products or services based on the Results to ensure that they do not infringe third party intellectual property rights (including but not limited to copyright, patents, and rights under any ABS Laws, if applicable), and c) securing any certification or approval required for any licensed products or services based on the Results; and that the Licence will set out that the Institution has no responsibility or liability in that respect.

Impact

5.5 The Collaborator acknowledges that the Institution is required by its funders to demonstrate the Institution's impact on society and agrees to provide to the Institution any information about Collaborator's activities which resulted from or were influenced by the Project which the Institution reasonably requests to allow it to demonstrate that impact provided that, under or pursuant to this clause: the Institution will not be entitled to receive or disclose any of the Collaborator's Confidential Information or any information which identifies or allows any living individual to be identified and the information requested and disclosed under or pursuant to this clause will be general in nature.

6. CONFIDENTIALITY

6.1 Subject to clause **5.2**, neither Party will, either during the Project Period or for three (3) years after the end of the Project Period, disclose to any third party, nor use for any purpose except as expressly permitted by this Agreement, any of the other Party's Confidential Information.

6.2 Neither Party (**the Recipient**) will be in breach of any obligation to keep any of the other Party's Confidential Information confidential or not to disclose it to any other party to the extent that:

6.2.1 if it is received from the other Party, it is known to the Recipient or any Group Company (demonstrable by written records) before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party;

6.2.2 it is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

6.2.3 it has been obtained by the Recipient or any Group Company from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;

6.2.4 it has been independently developed by the Recipient or any Group Company without reference to the other Party's Confidential Information;

6.2.5 it is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, none of the exceptions to that Act or those Regulations applies to the information disclosed) or pursuant to the order of any Court of competent jurisdiction or the requirement of any competent regulatory authority, and that, in each case where the law permits, the Party required to make that disclosure has informed the other Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or

6.2.6 it is approved for release in writing by an authorised representative of the other Party.

6.3 The Institution will not be in breach of any obligation to keep any of the Collaborator's Background or information, confidential or not to disclose it to any third party, by:

6.3.1 Publishing any of them if the Institution has followed the procedure in clause **5.2** and has received no Confidentiality Notice within the period stated in that clause; or

6.3.2 making them available to any student of the Institution who needs to know them to exercise the rights granted in this Agreement, provided they are not used except as expressly permitted by this Agreement and the student undertakes to keep that Background and information confidential.

6.4 The Collaborator will not be in breach of any obligation to keep any of the Institution's Background, Results or other information confidential or not to disclose them to any third party, by making them available to any Group Company, or any person working for or on behalf of the Collaborator or any Group Company, who needs to know the same to exercise the rights granted in this Agreement, provided they are not used except as expressly permitted by this Agreement and the recipient undertakes to keep them confidential.

6.5 Not used.

6.6 If the Institution receives a request under the Freedom of Information Act 2000 to disclose any information which, under this Agreement, is the Collaborator's Confidential Information, it will notify the Collaborator and will consult with the Collaborator promptly and before making any disclosure under that Act or those Regulations, the Institution will, where appropriate, take legal advice regarding the availability and applicability of any exemptions and any other options available, and will notify the Collaborator of the intended response to that request. The Collaborator will respond to the Institution within ten (10) days after receiving the Institution's notice if that notice requests the Collaborator to provide information to assist the Institution to determine whether or not an exemption to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 applies to the information requested under that Act or those Regulations. The Collaborator may make representations in relation to that request and the proposed response and may request amendments to the proposed response. For the avoidance of doubt, the Institution will make the final decision on which information to include in any response.

6.7 Notwithstanding any other provision of this Agreement, the Institution may identify the sums received from the Collaborator in the Institution's annual report and similar publications.

6A. ANNOUNCEMENTS, CREDITS, LOGOS AND THE INVESTMENT SECURITY UNIT

6A.1 Neither Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be

unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction provided that, to the extent lawful, the receiving Party notifies the disclosing Party in writing in advance of the circumstances arising under this clause **6A.1** and complies with all reasonable requests of the disclosing Party in relation to the content, purpose and means of disclosure.

6A.2 Further to clause **5.5** and subject to clause **6A.3**, the Collaborator will provide credit to the Institution's satisfaction about the Institution's intellectual contributions to the Results. For the avoidance of doubt, the Institution may require the Collaborator to change the content of any promotional material or website to include sufficiently acknowledge the Institution's contributions.

6A.3 Neither Party will use the other Party's name or the name of any of the other Party's employees or students or the other Party's logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other Party's written consent.

6A.4 Not used.

7. LIMITATION OF LIABILITY

7.1 Neither Party makes any representation or gives any warranty to the other Party that any advice or information given by it or any of its employees or students who work or have worked on the Project, or the content or use of any Results, Background or materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third-party rights.

7.2 Subject to clause **7.6** and except under the indemnity in clause **7.3**, neither Party accepts any liability or responsibility for any use which may be made by the other Party of any of the Results, nor for any reliance which may be placed by that other Party on any of the Results, nor for advice or information given in connection with any of the Results.

7.3 The Collaborator (**the Indemnifying Party**) will indemnify the Institution, and its employees and students (together **the Indemnified Parties**), and keep them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of the Indemnifying Party's use of any of the following: the Results and any materials, works or information received from an Indemnified Party pursuant to this Agreement, provided that the Indemnified Party must:

7.3.1 promptly notify the Indemnifying Party of details of the claim;

7.3.2 not make any admission in relation to the claim;

7.3.3 take reasonable steps to mitigate its losses and expenses arising from the claim;

7.3.4 allow the Indemnifying Party to have the conduct of the defence and settlement of the claim; and

7.3.5 give the Indemnifying Party all reasonable assistance (at the Indemnifying Party expense) in dealing with the claim.

The indemnity in this clause **7.3** will not apply to the extent that the claim arises as a result of the Indemnified Party's negligence, its breach of clause **6** (Confidentiality), its deliberate breach of this Agreement or its knowing infringement of any third party's Intellectual Property Rights or its knowing breach of any third party's rights of confidence.

7.4 Subject to clause **7.6** and except under the indemnity in clause **7.3**, the liability of either Party to the other Party for any breach of this Agreement, any negligence or arising in any other way out

of the subject matter of this Agreement, the Project and the Results, will not extend to:

7.4.1 any indirect damages or losses; or

7.4.2 any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect,

even, in each case, if the Party bringing the claim has advised the other Party of the possibility of those losses, or if they were within the other Party's contemplation.

7.5 Subject to clause **7.4** and clause **7.6** and except under the indemnity in clause **7.3**, the aggregate liability of each Party to the other Party for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not exceed in total the Financial Contribution.

7.6 Nothing in this Agreement limits or excludes either Party's liability for:

7.6.1 death or personal injury caused by negligence; or

7.6.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded.

7.7 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

8. FORCE MAJEURE

If the performance by a Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance lasts more than three (3) months, the other Party may terminate this Agreement with immediate effect by giving written notice to the Party whose performance is delayed or prevented.

9. TERMINATION

9.1 This Agreement may be terminated by either Party for any breach of the obligations set out in this Agreement, by giving ninety (90) days' written notice to the other Party of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the ninety-day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the ninety-day notice period, then termination shall also not be effected if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, then the termination shall take effect at the end of the ninety-day notice period in any event. Except in the case of termination due to a breach by the Student involving gross negligence, wilful misconduct or withdrawal from the Project, the Collaborator will continue to pay the Institution the Financial Contribution in accordance with Schedule **1** (The Project Details and the Financial Contribution).

9.2 Each Party will notify the other Party promptly if at any time any of the Key Personnel appointed by that Party is unable or unwilling to continue to be involved in the Project. Within three (3) months after the date of that notice, the Party who originally appointed that member of the Key Personnel will nominate a successor. The other Party will not unreasonably refuse to accept the nominated successor, but if the successor is not acceptable to the other Party on reasonable grounds, or if the appointor cannot find a successor, either Party may terminate this Agreement by giving the other Party not less than three (3) months' notice.

9.3 Except as set out in clause **9.1**, neither Party may terminate this Agreement before the expiry of the Project Period.

9.4 Clauses **1**, **3**, **4** (subject to clause **9.5**), **5**, **6**, **6A**, **7**, **8**, **9.4**, **9.5**, **9.6**, and **10** will survive the completion of the Project or the termination of this Agreement for any reason and will continue in full force and effect indefinitely or, in the case of clause **6**, in accordance with clause **6.1**.

9.5 On the termination of this Agreement under clause **8**, clause **9.1**, or clause **9.2** all rights and licences granted by one Party to the other Party under or pursuant to this Agreement will automatically terminate except:

9.5.1 any rights to use any Results or Background for Academic and Research Purposes in accordance with clause **4.8**;

9.5.2 any right to Publish in accordance with clause **5**; and

9.5.3 if the Collaborator terminates this Agreement in accordance with clause **9.1**, the Option Period granted to the Collaborator under clause **4.7.1** shall start from the date that the termination of the Agreement takes effect.

10. GENERAL

10.1 **Notices:** Any notice to be given under this Agreement must be in writing and must be delivered to the other Party by email. The deemed day of delivery is the day the email is sent unless the sender receives a notification that the email was not received. The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows.

The Institution's representative for the purpose of receiving notices shall be:

Director of Research and Innovation, Founder's Building, Royal Holloway, University of London, Egham, Surrey, TW20 0EX, United Kingdom; email: researchcontracts@rhul.ac.uk

The Collaborator's representative for the purpose of receiving notices shall be:

Dr Joe Blogg, Head of Research, Ideal Company Ltd, 101 Ideal Street, Ideal Town, ID10 1AA, United Kingdom; email: joe.blogg@idealcompany.com

10.2 **Assignment:** Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party. Neither Party will unreasonably withhold or delay its consent.

10.3 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

10.4 **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

10.5 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on

behalf of the other Party.

10.6 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other Party (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment before the signing of this Agreement.

10.7 **Formalities:** Each Party will take any action and execute any document reasonably required by the other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the Party making the request pays the other Party's reasonable expenses.

10.8 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.

10.9 **Third parties:** No one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise, except that each Indemnified Party will have the benefit of the relevant indemnity and staff and students will have the benefit of clause **6A.3**, in each case under the Contracts (Rights of Third Parties) Act 1999.

10.10 **Governing law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, English law. Subject to clause **10.11**, the English Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of, or in connection with, this Agreement.

10.11 **Escalation:** If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through a designated senior representative of each Party to the dispute, who are not otherwise involved with the Project. If the Parties cannot resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure.

10.12 **Counterparts:** This Agreement may be executed by the Parties via DocuSign™ or in PDF format and in any number of counterparts. Once it has been executed and each Party has executed at least one counterpart, each counterpart will constitute a duplicate original copy of this Agreement. All the counterparts together will constitute a single agreement. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of this Agreement. Each Party waives any right to challenge the admissibility or authenticity of this document in a court of law based solely on an electronic or digital signature.

This Agreement is executed as an agreement.

By and on behalf of **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE**

Signature:

Name:

Position:

Date:

By and on behalf of **IDEAL COMPANY LTD**

Signature:

Name:

Position:

Date:

Schedules:

Schedule 1 - The Project Details and the Financial Contribution

Schedule 2 - The Project Plan

Schedule 3 - The Funding Conditions

Schedule 4 - Trusted Research Checklists

Schedule 5 - Background other than Genetic Resources

Schedule 6 - Genetic Resources and additional terms for Genetic Resources

Schedule 7 - Good Data Management Practices

Schedule 8 - National Security

Schedule 9 - Personal Data

SCHEDULE 1

The Project Details and the Financial Contribution

Funding Body:	BBSRC-funded London Interdisciplinary Biosciences Programme ("**LIDo**")
Project title:	**The Effects of Mindfulness-Based Interventions on Stress Reduction in College Students**
Project Period*:	the period of three (3) years from 1st October 2026 to 30th September 2029
Institution Supervisor(s):	Professor Jane Smith or his or her successor appointed under clause **9.2**; email: jane.smith@rhul.ac.uk Dr John Doe or his or her successor appointed under clause **9.2**; email: john.doe@rhul.ac.uk
Collaborator Supervisor:	Dr Joe Blogg or his or her successor appointed under clause **9.2**; email: joe.blogg@idealcompany.com
Location(s):	The Student will carry out the work at the Institution's premises.

The Collaborator agrees to provide £6,000 (six thousand pounds sterling) (plus any applicable VAT) to support the studentship.

The Institution shall raise the invoices as follows:

First invoice:	£2,000 (plus any applicable VAT)	on signature of this Agreement
Second invoice:	£2,000 (plus any applicable VAT)	on or around 1st October 2027
Third invoice:	£2,000 (plus any applicable VAT)	on or around 1st October 2018

The Institution shall send the invoice in its standard format to Mr James Brady at finance@idealcompany.com quoting the purchase order number as the reference number.

The Collaborator's bank account is:

Name of bank:	Ideal Bank plc
Address of bank:	501 Ideal Street, Ideal Town, ID10 5AA, United Kingdom
IBAN:	GB10 IDBK 1001 1001 1001 10
BIC (SWIFT):	IDBK GB 2L
Account Number:	02100100
Sort Code:	60 10 10
Account Name:	Ideal Company

The Collaborator agrees to provide the Institution with a redacted bank statement or a letter signed by a finance officer on letter headed paper as evidence that the bank details are accurate if the Institution requests such documents.

The Institution's finance contact is Fleur Link, Grant and Contracts Accountant, Finance Department, Royal Holloway University of London; email: finance-research-studentships@rhul.ac.uk

The Collaborator agrees to make all payments of the Financial Contribution by bank transfer to:

Name of bank:	National Westminster Bank plc
Address of bank:	Brampton Road, Newcastle-under-Lyne, Staffordshire, ST5 0QX, United Kingdom
IBAN:	GB82 NWBK 6007 3302 3253 30
BIC (SWIFT):	NWBK GB 2L
Account Number:	02,325,330
Sort Code:	60 07 33
Account Name:	Ryl Holloway & Bedfd

SCHEDULE 2

The Project Plan

Title: The Effects of Mindfulness-Based Interventions on Stress Reduction in College Students

This research proposal examines the impact of mindfulness-based interventions on stress reduction among college students, using a pre-test/post-test experimental design with both quantitative and qualitative data collection methods.

College students face heightened stress levels during exam weeks. This can affect both mental health and test performance. This study explores the potential benefits of mindfulness-based interventions such as meditation to mediate stress levels in the weeks leading up to exam time.

Review: Existing research on mindfulness-based meditation has shown the ability for mindfulness to increase metacognition, decrease anxiety levels, and decrease stress. Existing literature has looked at workplace, high school and general college-level applications. This study will contribute to the corpus of literature by exploring the effects of mindfulness directly in the context of exam weeks.

Participants (*n= 234*) will be randomly assigned to either an experimental group, receiving 5 days per week of 10-minute mindfulness-based interventions, or a control group, receiving no intervention. Data will be collected through self-report questionnaires, measuring stress levels, semi-structured interviews exploring participants' experiences, and students' test scores.

The study will begin three weeks before the students' exam week and conclude after each student's final exam. Data collection will occur at the beginning (pre-test of self-reported stress levels) and end (post-test) of the three weeks.

The study aims to provide evidence supporting the effectiveness of mindfulness-based interventions in reducing stress among college students in the lead up to exams, with potential implications for mental health support and stress management programs on college campuses.

SCHEDULE 3

The Funding Conditions

None used.

SCHEDULE 4

Trusted Research Checklists

For the Institution:



20250101 checklist for academia.pdf

For the Collaborator:



20250101 checklist for industry.pdf

SCHEDULE 5

Background other than Genetic Resources

Further to clause **4.2** of the Agreement, here is a list of the Background (e.g. algorithms, chemical materials, databases, human specimen, interviews (in any format including audio recordings, audio visual recordings, and transcripts), images (including photographs), method descriptions, patentable or patented technology, personal data, questionnaires (including patient questionnaire), software, technical data, technical designs, treatment manuals and/or prototypes whether owned by that Party or otherwise) that each Party brings to the Project.

For the avoidance of doubt, i) each Party shall disclose any (third party) restrictions and limitations of which it is aware at the Effective Date which would restrict its ability to license any particular Background, ii) each Party agrees that it may need to update its list during the Project Period and/or at the end of the Project, and iii) each Party agrees to use any of the other Party's Background in accordance with the terms of the creative commons licence or the open-source software licence if detailed in the respective list.

Background provided by the Institution:

The Institution will not provide any Background to the Project and therefore does not expect that the Collaborator will need to negotiate a licence to any of the Institution's Background if the Collaborator chooses to commercialise the Results further to clause **4.7.2** and clause **4.9** of the Agreement.

Background provided by the Collaborator:

The Collaborator will not provide any Background to the Project and therefore does not expect that the Institution (or any organisation the Institution licences the Results to if the Collaborator does not choose to commercialise the Results further to clause **4.7.2** of the Agreement) will need to negotiate a licence to any of the Collaborator's Background further to clause **4.9** of the Agreement.

SCHEDULE 6

Genetic Resources and additional terms for Genetic Resources

Not used.

SCHEDULE 7

Good Data Management Practices

1. Research data must be generated using sound scientific techniques and processes;
2. Research data must be accurately recorded in accordance with good scientific practices by the people conducting the research;
3. Research data must be analysed appropriately, without bias and in accordance with good scientific practices;
4. Research data and the Results must be stored securely and be easily retrievable;
5. Data trails must be kept to allow people to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research; and
6. Each Party has the right, on not less than thirty (30) days written notice, to visit the other Party to verify that the other Party is complying with the above practices and procedures.

SCHEDULE 8

National Security

1. Each Party who is based in the United Kingdom or any other country that has national security provisions (an **Affected Party**) will remind any Affected Party staff and students who will work on the Project to consider and, if necessary. declare that fact that he/she is under the influence of a foreign government as required by the Foreign Influence Registration Scheme (see https://www.gov.uk/government/collections/foreign-influence-registration-scheme) or any equivalent scheme.

2. Each Party who is based in the United Kingdom or any other country that has national security provisions (a **Disclosing Party**) will ensure that the Disclosing Party only discloses information (including but not limited to unpublished algorithms, data or know-how) to or shares materials (including but not limited to biological agents, computer chips or software that are not readily available) with the other Party if the other Party is based outside of the Disclosing Party's territory under this Agreement after the Disclosing Party has checked whether the Disclosing Party needs to secure an export control licence from the Export Control Organisation in the United Kingdom (see https://www.gov.uk/government/organisations/export-control-organisation) or any equivalent body, and, where any information or material originated at least in part from the United States, from the Bureau of Industry and Security in the United States (see https://www.trade.gov/us-export-controls).

3. Each Party who is based in the United Kingdom and is a university (a **Receiving Party**) will ensure that the Receiving Party only discloses information or shares materials the Receiving Party has received under this Agreement with the Receiving Party's staff and students a) who are nationals of a country which does not require an Academic Technology Approval Scheme (**ATAS**) certificate, or b) who are nationals of any other country and have a valid ATAS certificate.

4. Further to clause **6**, each Party who is based in the United Kingdom or any other country that has national security provisions (a **Receiving Party**) will ensure that the Receiving Party only discloses information (including but not limited to unpublished algorithms, data or know-how) or shares materials (including but not limited to biological agents, computer chips or software that are not readily available) the Receiving Party has received under this Agreement with any third party that is based outside the Receiving Party's territory after the Receiving Party has checked whether the Receiving Party needs to secure an export control licence from the Export Control Organisation in the United Kingdom (see https://www.gov.uk/government/organisations/export-control-organisation) or any equivalent body, and, where any information or material originated at least in part from the United States, from the Bureau of Industry and Security in the United States (see https://www.trade.gov/us-export-controls)..

SCHEDULE 9

Personal Data

Not used.